

hereby does motion the Court pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure that the Court grant default JUDGMENT against Defendant Bernard Curran for failure to plead or otherwise respond to this action despite having been properly served on February 24, 2025, pursuant to FRCP 4.

As shown by the docket in this matter, the proof of service has been filed with this Court, and Defendant Curran was served pursuant to Rule 4 of the Federal Rules of Civil Procedure on February 24, 2025. Thereafter, Curran did not file any response nor an answer despite having many months opportunity to do so. Therefore, Plaintiff should be awarded judgment for his damages in the full amount against Defendant Bernard Curran ("Curran").

Gallagher now requests that the following itemized damages be awarded in the total amount of **\$4,387,000**.

Itemized Monetary Damages

1. Initial Costs with Santos (Inspector/Designer)

- Added costs to project: \$13,000
- Cash upfront: \$3,000
- Additional seismic retrofit & delays: \$140,000
- Hiring Base Design after firing Santos: \$3,000
- Delay costs (\$6,000/month, May 2018 – Aug 2020): \$318,000

Totaling: \$477,000

2. Lost Sale Value

- Home would have sold for ~\$1.6M in 2019, instead sold in 2021 for ~\$1.18M
- Loss: \$420,000

Totaling: \$420,000

3. Loans & Retaliation Costs

- Hard money loans on Naples & residence: \$800,000
- Holding costs (~\$7,000/month for 7+ years): \$590,000

Totaling: \$1,390,000

4. Loss of Income

- Pre-Naples average income ~\$300,000/year
- 7 years lost: \$2,100,000

Totaling: \$2,100,000

Summation of Monetary Damages: [\$477,000 + \$420,000 + \$1,390,000 + \$2,100,000]

TOTAL: \$4,387,000

[See Declaration of Patrick Gallagher – Documents will be brought to Court.]

This motion is based on this notice and motion, the memorandum of points and authorities, the Declaration of Plaintiff Patrick Gallagher further confirming the damages, and the documents and evidence that will be presented to the Court at the hearing on this motion.

DATED: 04:43



PATRICK GALLAGHER
Self-Represented

MEMO OF POINTS AND AUTHORITIES ISO MOTION FOR DEFAULT JUDGMENT

I. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiffs' Allegations

In 2018, Gallagher, through his trust, purchased a single-family home located at 200 Naples Street in San Francisco with the intention of renovating and selling it. Second Amended Compl. (“SAC”) Id. ¶¶ 1, 28.

The SAC alleges that once he began renovations, Gallagher became a victim of a “pay to play fraud” perpetrated by San Francisco City building inspectors, planners, and the City, and that “after he refused to participate” in the scheme and spoke to the FBI, the City and its employees retaliated against him by “issuing and refusing to release frivolous code enforcement liens, issuing and refusing to release notices of violation, issuing and refusing to release abatement orders, revoking permits, and revoking a certificate of completion.” Id. ¶ 4. Gallagher claims that these retaliatory actions have caused the property to fall out of escrow three times and that the City's actions have amounted to an “unjustified taking.” Id. The SAC names the City and County of San Francisco, (“the City”), four current and former building inspectors with the San Francisco Department of Building Inspection (“SFDBI”) (Bernard Curran, Joe Duffy, Kevin Birmingham, and Mauricio Hernandez), two employees of the San Francisco Planning Department (William Hughen and Natalia Kwaitkowska), and a structural engineer who had been a former City employee (Rodrigo Santos) as defendants.

Gallagher alleges that Building Inspector Bernard Curran told him that he needed to obtain a permit from the City in order to begin renovations, and that he needed to hire a structural engineer

Rodrigo Santos in order to obtain the permit. Id. ¶ 31. Even though Gallagher believed a structural engineer was not legally required for the renovations, Gallagher was forced to hire Santos. Id. Gallagher alleges that Santos continually delayed the project, and that after Gallagher had paid Santos \$13,000 “for work that was essentially useless,” such that he fired Santos and hired a different structural engineer who completed the work in two weeks and at a fraction of the cost charged by Santos. Id. ¶ 32. In August 2020, the project was completed and Curran issued a signed certificate of completion. Id. ¶ 34. Around May 2021, Gallagher entered into an agreement to sell the property and it went into escrow. Id. ¶ 35.

Notably, the FBI contacted Gallagher about an investigation the agency was conducting into Curran and Santos about an illegal “pay to play” scheme. Id. ¶¶ 36-37. Due to serious findings against him, Curran was forced to resign from SFDBI as a result of the investigation. Id. ¶ 37. Building Inspectors Duffy, Birmingham, and Hernandez, and City Planners Huguen and Kwaitkowska, were “close associates” of Curran and Santos, and they “became aware and/or were under the belief” that Gallagher had spoken to the FBI about Curran and Santos. Id. ¶ 38. Gallagher claims that SFDBI began retaliating against him when, approximately four days before escrow was scheduled to close on the property, SFDBI issued a notice of violation for an expired permit for a supposedly now illegal downstairs unit. Id. ¶ 39. This happened irrespective of the fact that Curran had already issued a signed certificate of completion. SFDBI “falsely claimed that the certificate of completion that Curran signed had never got filed correctly and was now void” and that the entire property would need to be reinspected and approved. Id. Escrow did not close and the sale of the property fell through. Id.

Building Inspectors Birmingham and Hernandez reinspected the property and issued a bogus notice of violation about windows on the second floor that had been in existence since the house was built and that “had already been approved twice.” Id. ¶ 41. They also told Gallagher that he needed to submit an application for an additional dwelling unit and revise the plans for the property to

reflect more accurately how the stairs were built. Id. During this inspection, Hernandez “sneered at Plaintiff, telling him, ‘we know who you’ve been talking to.’” Id. Gallagher “had no choice but to comply with SFDBI’s demands related to these unfound[ed] violations and submitted his applications and revised plans accordingly.” Id. ¶ 42. Without cause, Birmingham then rejected the application related to the second-floor windows, now demanding that the windows needed to be closed off completely. Id. ¶ 43.

Gallagher contacted the San Francisco Board of Supervisors for help, and the Board facilitated a meeting between Gallagher and SFDBI. Id. ¶ 44. At that meeting, Gallagher “presented evidence showing that the subject property had already received a certificate of completion and that the recent demands of SFDBI were unreasonable and excessive.” Id. ¶ 45. “SFDBI dismissed Plaintiffs concerns and ignored the validity of his claims, refusing to approve his plans or his applications.” Id. During the meeting, Duffy also **“expressed that he had no doubt that Plaintiff had spoken to the FBI concerning his dealings with Curran and Santos.”** Id. Gallagher had “no choice but to comply with SFDBI’s demands” and he closed off the second- floor windows, spending \$30,000 for the additional work. Id. ¶ 48.

In October 2021, approval of Gallagher’s application for an additional dwelling unit was transferred to Senior Planner Huguen. Id. ¶ 49. Huguen, and then Principal Planner Kwaitkowska, “egregiously delayed the application for months on end, forcing Plaintiff to jump over more arbitrary hurdles.” Id. While Gallagher’s application for an additional dwelling unit was pending, Huguen “placed yet another baseless roadblock” in front of Gallagher: a citation that the driveway on the property was out of code and could not be used for off-street parking. Id. ¶ 50. Gallagher claims that the driveway had been in existence since the property was built and “had already been approved,” and that not being able to use the driveway for parking “would place a significant limitation on the property and greatly affect its overall value.” Id. Gallagher contacted the City Attorney’s Office and provided Huguen with the applicable laws and ordinances showing that the

driveway was code compliant. Id. Huguen “dismissed Plaintiffs pleas and demanded that he now apply for a variance.” Id. Gallagher had “no choice” but to apply for a variance. His applications for the variance and the additional dwelling unit were approved in May 2022, and Gallagher received the necessary permits. Id. ¶ 51.

At this time, Gallagher entered into another agreement to sell the property and entered into escrow. Id. ¶ 52. Gallagher had not received a new certificate of completion, which negatively affected the sale price, but Gallagher needed to sell the property and was “willing to do so at a discount.” Id.

In July of 2022, while the property was still in escrow, SFDBI informed Gallagher that his permits for the additional dwelling unit and the driveway were being revoked. Id. ¶ 53. SFDBI “falsely claimed that the City's Planning Department had mistakenly provided him these permits and that he needed approval from SFDBI as it was within their purview.” Id. Gallagher was told he needed to submit new applications and new revised plans, and that he needed to go through the entire process again. Id. As a consequence, the sale of the property fell out of escrow through a second time. Id.

Approximately six months later in January 2023, “after another long, arbitrary, and arduous process,” the City issued new permits for the additional dwelling unit and the driveway. Id. ¶ 54. Additional inspections were required in order to obtain a final certificate of completion, and “[a]lthough Plaintiff possesses valid permits, inspections have led to new, unfound, and vindictive violations concerning, among other things, the legality of the windows located on the first floor of the property.” Id. ¶ 55.

In February 2023, Gallagher entered into another agreement to sell the property, again at a discount because he lacked a certificate of completion. Id. ¶ 56. “Due to the numerous abatements and notices of violation that remain on the property, the sale fell through in or around August 2023.” Id. Gallagher claims that the City has intentionally and vindictively drawn out the renovation

process, and that as a result, he has lost a significant amount of money in lost profits, lost income, lost interest, expenditures for unnecessary repairs, and increased taxes, and he has suffered severe emotional distress, and irreparable harm to his reputation. *Id.* ¶ 57.

B. Standard for Entering Default Judgment

Pursuant to Federal Rule of Civil Procedure 55(b), the court may enter default judgment against a defendant who has failed to plead or otherwise defend an action. “The district court’s decision whether to enter default judgment is a discretionary one.” Aldabe v. Aldabe, 616 F.2d 1089, 1092 (9th Cir. 1980).

With the filing of a default judgment motion, the defendant is deemed to have admitted all of the well-pleaded factual allegations in the plaintiff’s complaint, except for allegations relating to damages. Once the defendant is found to be in default, the plaintiff bears the burden of showing that he is entitled to recovery. A plaintiff must prove that the compensation he or she seeks relates to the damages that naturally flow from the injuries pleaded. Generally, the court may make this determination through an evidentiary hearing or proceeding. Fed. R. Civ. P. 55(b)(2). A court is not required to conduct a hearing if there is a basis for the damages specified in the default judgment submissions. Rule 55(b)(2). Therefore, a court may rely on detailed affidavits and documentary evidence, in addition to the plaintiff’s complaint, to determine the sufficiency of a default judgment claim.

C. Gallagher’s Well Pled Allegations Support Entry of Default Judgment

The SAC alleges that Gallagher received the necessary permits and received a certificate of completion, but that after he spoke to the FBI about investigation of the SFDBI related to defendant Curran — a fact of which the individual defendants were aware — the individual defendants began retaliating against him by revoking the certificate of completion, issuing bogus notices of violation, and requiring further work. The SAC also alleges that the denials and notices of violations and

abatement were without cause and confirmatory of why the FBI had been investigating and extracting testimony/evidence from Gallagher.

D.

Actual Damages: \$4,387,000

As confirmed by the declaration of Plaintiff, as a direct and proximate result of Defendants' actions, Plaintiff has suffered financial loss including, without limitation, decrease in market value of the subject property, lost profits, lost income, lost interest, expenditures for unnecessary repairs, and increased taxes. Plaintiff has also suffered severe emotional distress and irreparable harm to reputation. SAC ¶ 99. Plaintiff has suffered damages in the total amount of \$4,387,000 and as follows:

Itemized Monetary Damages**5. Initial Costs with Santos (Inspector/Designer)**

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6. Lost Sale Value

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7. Loans & Retaliation Costs

- Hard money loans on Naples & residence: \$800,000
- Holding costs (~\$7,000/month for 7+ years): \$590,000

Totaling: \$1,390,000

8. Loss of Income

- Pre-Naples average income ~\$300,000/year

- 7 years lost: \$2,100,000

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Summation of Monetary Damages: [\$477,000 + \$420,000 + \$1,390,000 + \$2,100,000]

TOTAL: \$4,387,000

[See Declaration of Patrick Gallagher – Documents will be brought to Court.]

E. Punitive Damages

“Punitive damages may, however, be available against governmental employees acting in their individual capacities.” See Monell v. New York City Dept. of Soc. Services, 436 U.S. 658 (1978); City of Newport, 453 U.S. at 254. As to § 1983 claims, “[i]t is well established that a ‘jury may award punitive damages when a defendant’s conduct was driven by evil motive or intent, or when it involved reckless or callous indifference to the constitutional rights of others.’” Morgan v. Woessner, 997 F.2d 1244 (9th Cir. 1993). Here, the SAC plainly and clearly claims that Curran’s actions were retaliatory for Gallagher having legally cooperating with an FBI investigation – something he was required to do under the law and tell the truth.

As such, Gallagher requests an entry of punitive damages in an amount sufficient to punish Curran for his role in the illegal “pay to play” scheme and for the retaliation for Gallagher cooperating with the FBI’s investigation. Gallagher hereby requests that he be awarded treble his actual damages as punitive damages.

II. CONCLUSION

For these reasons, Gallagher respectfully requests that the Court enter the proposed Default Judgment against Bernard Curran.

Date: August 25, 2025


Patrick Gallagher,

Plaintiff, Self Represented
470 Coletas Way
Byron, CA 94514
Tel: (925) 325 – 2911
bigblockpat@gmail.com

2. Defendant Bernard Curran was served pursuant to Rule 4 of the Federal Rules of Civil Procedure on February 24, 2025, as shown by the proof of service filed with the court (Docket No. 73).

3. Under Rule 12 of the Federal Rules of Civil Procedure, Defendant, Bernard Curran was required to plead or otherwise respond to the complaint by March 17, 2025. The time to plead or otherwise respond to the complaint has not been extended by any agreement of the parties or any order of the Court.

4. Defendant, Bernard Curran has failed to serve or file a pleading or otherwise respond to the complaint. The applicable time limit for responding the complaint has expired.

5. Defendant, Bernard Curran is not a minor or an incompetent person.

6. Defendant, Bernard Curran is not currently in the military service, and therefore the Servicemembers Civil Relief Act is not applicable.

7. The following is an itemized list of the actual damages I have suffered. I will have and can provide documentary evidence and further testimony in addition to this declaration at the hearing or as necessary:

Itemized Monetary Damages

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Summation of Monetary Damages: [\$477,000 + \$420,000 + \$1,390,000 + \$2,100,000]

TOTAL: \$4,387,000

8. I further request that punitive damages be awarded in an amount treble to my actual damages as determined by the Court so as to punish, deter, and prevent such malicious conduct as done by Bernard Curran in this case.

9. I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct and that this declaration is executed in Byron, California.

Date: August 25, 2025

Patrick Gallagher,
Plaintiff, Self Represented
470 Coletas Way
Byron, CA 94514
Tel: (925) 325 – 2911
bigblockpat@gmail.com

Patrick Gallagher
470 Coletas Way
Byron, CA 94514
(925) 325-2911
bigblockpat@gmail.com

Plaintiff, Self-Represented

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

PATRICK GALLAGER,

Plaintiff,

vs.

CITY AND COUNTY OF SAN FRANCISCO,
BERNARD CURRAN, RODRIGO SANTOS,
WILLIAM HUGEN, KEVIN BIRMINGHAM,
NATALIA KWAITKOWSKA, and JOE DUFFY,

Defendant(s).

) Case No.: 23-cv-03579-SI
)
) [Hon. Susan Illston]
)
) **[PROPOSED] DEFAULT JUDGMENT**
) **AGAINST BERNARD CURRAN**
) **PURSUANT TO FED. R. CIV. P. 55(b)(2)**
)
) Date: October 3, 2025
) Time: 10:00AM
)
) Place: Courtroom 1 – 17th Floor
) 450 Golden Gate Avenue, San Francisco, CA
) 94102
)
)
)

TO ALL PARTIES OF RECORD AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN THAT after having considered all matters deemed relevant by the Court, the following JUDGMENT is Entered Against BERNARD CURRAN, an individual:

1) JUDGMENT FOR ACTUAL DAMAGES IN FAVOR OF PATRICK GALLAGHER

AS AND AGAINST BERNARD CURRAN IN THE AMOUNT OF:

\$_____.

2) JUDGMENT FOR PUNITIVE DAMAGES IN FAVOR OF PATRICK GALLAGHER
AS AND AGAINST BERNARD CURRAN IN THE AMOUNT OF:

\$_____.

JUDGMENT IS SO ORDERED:

DATE:

UNITED STATES DISTRICT COURT JUDGE

Patrick Gallagher
Plaintiff, Self-Represented
470 Coletas Way
Byron, CA 94514
(925) 325-2911
bigblockpat@gmail.com

CERTIFICATE OF SERVICE

EXHIBIT A

EXHIBIT A



City and County of San Francisco
Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 200 Naples St. 6008/001
(number) (street) (block and lot)

Permit Application No: 201810183586 Type of Construction: V-B Stories: 2 Dwelling Units: 1

Basements: 0 Occupancy Classification: R-3 No. of Guestrooms: 0 with cooking facilities: 0

Description of Construction: To Comply with NOV 2018 9547.7. Structural
strengthening to include removing & replacing floor framing.
Remove 1 (E) dormer. Add 2 New dormers on each side.
Demo (E) laundry @ 2nd floor.

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises—or any change to the building or premises—could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: 8/27/2020

Patrick O'Riordan, Interim Director

by:

(Signature)

Building Inspector

Brian Curran

Printed Name

for District
Insp.

expired on 12/31/2020.

11.

tab which includes MLS listings showing condition of property prior to N.C.

Permit Details Report

3/22/2021 10:48:13 AM

201808107263

3

6008 1301 10 200

ST

201721245

天

22 - 1+XRAY DUFF LINKS

22 - 1+XRAY DUFF LINKS

Action

Comments

License Number:

OWN

Name:

COUNCIL CHAIR

Company Name:

CONSUMER

OWNER - OWNER CA 00000-0000

This is absolute evidence they deleted my c.o.c. the s.f. tax assessors office used sfdbi records to reassess Naples in sept of 2020. Dbi records show completion of permit on 8/27/2020...The certificate I have in hand shows the same date.

Joe Duffy has claimed that it was never filed...or filed incorrectly....a complete lie. It also shows that county records were altered and deleted. This is a felony....to alter or delete official records.....it also shows motive and malice with intent. Why would someone do that and lie about it?....why would someone do that in the first place? And everyone in dbi fell right into place and followed his lead....did what they were told. There are only 2 people who had that power in dbi.....Patrick O'Riordan and Joe Duffy. Patrick O'Riordan was the other signature on the c.o.c. along with Bernie Curran.

This shows conspiracy to commit fraud...no two ways about it.....it proves the motive to conspire against me for Bernie Curran getting jail time.

That's why Mauricio told me, back in 21," we know who you've been talking to." He meant the FBI.... I also have evidence that they changed the approved drawings back in 21....it was Kevin Birmingham.....I have the evidence of that as well.

This is BIG Jonny. This is a federal crime...its not a, I said.... they said... thing anymore. Ive had pretty good evidence the whole thing was a farce from day one. But being able to prove they deleted my C.O.C.....it's a whole different story now. Its not a 2mil or 3mil suit now.....it's a federal offence.

Talk to the partners. I think we should refile in lieu of new evidence, which has taken me over 2 years to get. But I finally got it. The nail in the coffin, the smoking gun, the guy on the grassy knowl. I really want to go after these guys Jonny....I want them in jail!

The last time I talked to the FBI...I think was before I hired Callahan and Blain. Not sure....but they asked me if I had an attorney, and I said yes. I think it was Scott Emblidge with Moscone Law at that time. He handled the Richards case and got him 1.8 back in 2021. After the settlement he wasn't able to pursue my case....part of the settlement...that's when I found you guys. Anyway...the last I talked to the FBI, they insisted that if I had an attorney, he should file the complaint. So that's what I think we should do. FBI, D.A., maybe states attorneys office...theyre the office that prosecuted Bernie Curran. It started at the city attorneys office and they referred it to the state attorneys office for prosecution. The city attorney knows all this...

Lets get the house sold....I think I owe you guys about 60k....probably more than that. Charles can get it done quickly.

I want these guys in jail for what they've done to me. We have them over a barrel now....No more bending over to buf or dpw or Kevin Birmingham or Joe Duffy.

I have no idea if we go to the judge with this information or not....that's your department....Proof they altered documents changes everything....



City & County of San Francisco
 José Cisneros, Treasurer
 David Augustine, Tax Collector
 Property Tax Bill (Secured)

1 Dr. Carlton B. Goodlett Place
 City Hall, Room 140
 San Francisco, CA 94102
www.sftreasurer.org

For Fiscal Year July 1, 2019 through June 30, 2020

Vol	Block	Lot	Bill No	Mail Date	Property Location
36	6008	001	20191695160	October 16, 2019	200 NAPLES ST

Assessed on January 1, 2019 at 12:01am

To: NAME WITHHELD PER CA AB 2238

ADDRESS INFORMATION
 NOT AVAILABLE ONLINE

TOTAL DUE \$11,620.88

1st Installment	2nd Installment
\$5,810.44	\$5,810.44
Due 12/10/2019	Due 05/15/2020

Assessed Value

Description	Full Value
Land	\$706,500
Structure	\$78,500
Fixtures	
Personal Property	
Gross Taxable Value	\$785,000
Less HO Exemption	\$0
Less Other Exemption	\$0
Net Taxable Value	\$785,000
Tax Amount	\$9,263.78

Important Messages

TAX DEFAULTED

Direct Charges and Special Assessments

Type	Telephone	Amount Due
45 - Living Wage for Educators 2018 Tax	(415) 355-2203	\$309.52
46 - San Francisco Bay Restoration Authority	(888) 508-8157	\$12.00
55 - Building Inspection	(415) 558-6088	\$1,636.60
89 - SFUSD Facility Dist	(415) 355-2203	\$38.28
91 - SFCCD Parcel Tax	(415) 487-2400	\$99.00
98 - SFUSD Teacher Support	(415) 355-2203	\$261.70
Total Direct Charges and Special Assessments		\$2,357.10

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco
 Property Tax Bill (Secured)
 For Fiscal Year July 1, 2019 through June 30, 2020

Pay online at www.sftreasurer.org

Vol	Block	Lot	Bill No	Property Location
36	6008	001	20191695160	200 NAPLES ST

- ☐ Check if contribution to Arts Fund is enclosed.
 For other donation opportunities go to www.Give2SF.org

Detach stub and return with your payment.

Write your block and lot on your check.

2nd Installment cannot be accepted unless 1st is paid.

San Francisco Tax Collector
 Secured Property Tax
 P.O. Box 7426
 San Francisco, CA 94120-7426

2nd Installment Due

Pay by	May 15, 2020	\$5,810.44
If paid after	May 15, 2020	\$6,436.48
includes 10% penalty and applicable fees		
Paid 05/29/2020		



City & County of San Francisco
 Property Tax Bill (Secured)
 For Fiscal Year July 1, 2019 through June 30, 2020

Pay online at www.sftreasurer.org

Vol	Block	Lot	Bill No	Property Location
36	6008	001	20191695160	200 NAPLES ST

- ☐ Check if contribution to Arts Fund is enclosed.
 For other donation opportunities go to www.Give2SF.org

Detach stub and return with your payment.

Write your block and lot on your check.

If property has been sold, please forward bill to new owner.

San Francisco Tax Collector
 Secured Property Tax
 P.O. Box 7426
 San Francisco, CA 94120-7426

1st Installment Due

Pay by	December 10, 2019	\$5,810.44
If paid after	December 10, 2019	\$6,391.48
Includes 10% penalty		
Paid 01/16/2020		



Pat mg <bigblockpat@gmail.com>

Here's some recent communication re releases for City of SF

2 messages

MacKenzie, Kathy <KMackenzie@ortc.com>
To: Patrick Gallagher <bigblockpat@gmail.com>

Mon, Sep 9, 2024 at 12:54 PM

On 8/1/2024 at 2:46 PM, CSD-CPU\egoveia posted (WT) (and emailed DLeath@ortc.com; kmackenzie@ortc.com on 8/1/2024 at 2:46 PM):
REGARDING CITY AND COUNTY OF SAN FRANCISCO CODE ENFORCEMENT DOC#2018-K642319, 2019-K730948, 2019-K90683 AND 2016-K290398 & 2019-K778900: Received email stating "The lien that were attached only reflected the amounts due that got assessed thru the property taxes. 200 Naples has multiple complaints open and in order to abate the case all Notice of violations with HIS and CES must be corrected with approved final sign off, a Final Bill (FB) will not be generated until the corrections have been completed. Until the Final Bill is generated and paid, we will not remove the Order of Abatement. If you would like to speak to someone please feel free to contact me or CES at 628-652-3430" Tasks complete.

On 8/1/2024 at 9:18 AM, CSD-CPU\egoveia posted (WT): REGARDING CITY AND COUNTY OF SAN FRANCISCO CODE ENFORCEMENT DOC#2018-K642319, 2019-K730948, 2019-K90683: Sent request to email E:dbi.codeenforcement@sfgov.org via Internal Docs. P:(628) 652-3430. Tasked to follow up 8/5.

On 8/1/2024 at 8:56 AM, CSD-CPU\egoveia posted (WT): REGARDING CITY AND COUNTY OF SAN FRANCISCO CODE ENFORCEMENT DOC#2016-K290398 & 2019-K778900: Sent request to email E:dbi.codeenforcement@sfgov.org via Internal Docs. P:(628) 652-3430. Tasked to follow up 8/5.

Kathy MacKenzie, Escrow Officer

Denise Leath Team

ORTC LICENSE #2560-01

T: (916) 984-1380 EXT #5 | Fax: (916) 221-9005 | Shoretel: 42406

1180 Iron Point Road, #190 | Folsom, CA 95630



BEWARE! WIRE FRAUD IS ON THE RISE.

Accepting wire and disbursement instructions via email can be dangerous, especially changes to those instructions. Always verify by calling the originator of the email using previously known contact information prior to sending funds.

Important Notice: The information contained in this email is private and confidential. It is intended only for the recipient(s) named above. If you are not named above or are not an agency of the recipient(s), then you have received this email in error, and to review, distribute or copy this transmission or its attachment(s) is strictly prohibited by federal law. If you have received this email in error, please notify the sender by email immediately. If you are the proper recipient and this email contains "protected health information", you must abide by the rules of the HIPAA and other privacy laws that apply. Thank you for your attention to this notice.

Pat mg <bigblockpat@gmail.com>
To: "Jonny W. Homberger" <jhornberger@callahan-law.com>

Mon, Oct 7, 2024 at 12:39 PM

abatements....code enforcement can cancell these at any time
[Quoted text hidden]



Pat mg <bigblockpat@gmail.com>

REVISED Building Permit Application# 202108096049 Invoice

1 message

DBIONLINESERVICES@sfgov.org <DBIONLINESERVICES@sfgov.org>

Wed, Dec 28, 2022 at 11:12 AM

To: BIGBLOCKPAT@gmail.com

Dear Permit Applicant,

Your permit is ready for issuance. Your invoice below was generated by Cheng Hong Chan.

INVOICE

Project:	200 NAPLES ST	Application#:	202108096049
Invoice Number:	20221214-122RL1	Invoice Date:	12/28/2022
Total Due:	\$2,248.67	Due Date:	Upon Receipt

FEE CODE	DESCRIPTION	FEE AMOUNT
BLDGSTD-I		

Bldg Stds Admin Spec Revolv Fund

\$1.00

REC RET-I Records Retention Fee DBI (Issuing) \$10.00

BLDG-I Bldg Permit Insp Fee (Issue) \$324.82

DCP-I DCP Plan Check (Issue) \$1,061.89

CURB Curb DPW \$180.00

DBI BOAS-I DBI Board of Appeals Surcharge (Issue) \$22.50

STRG MO-I Strong Motion Instrumentation Fee \$4.37

PLAN REV-I Plan Review (Issue) DBI \$612.59

DPW BOAS-I DPW Board of Appeals Surcharge (Issue) \$9.00

DCP BOAS-I DCP Board of Appeals Surcharge (Issue) \$22.50

Click here to pay your fees online. Please note that online payments are subject to a 2.5% convenience fee for credit card payments (minimum \$2.00). There is no convenience fee when paying by eCheck.

For ADU applications: Please submit payment online. Please refer to the separate email you received from Planning staff for additional information and contact CPC.ADU@sfgov.org if you have any questions.

SAN FRANCISCO ASSESSOR NEW CONSTRUCTION WORKSHEET

ASR INFORMATION

PROPERTY ADDRESS: 200 Naples St
 ASSESSORS PARCEL NUMBER: 6008 001
 PERMIT APPLICATION NUMBER: 201810183586 & 201808107063
 PERCENTAGE COMPLETE: 100%
 DATE OF VALUATION: September 3, 2020
 VALUED BY APPRAISER: Barry Kwan

DBI INFORMATION

PERMIT COST: \$100,000
 STATED COST:
 DESCRIPTION:

To comply with nov 201895477 (bid). Structural strengthening include removing & replacing the floor framing. Remove 1 (e) dormer, add 2 (n) dormers on each side, demo (e) laundry at 2nd floor.

Instructions: Fill in non-shaded areas

Description of Work	Width (H)		Length (V)		Total	\$ PSF	Peter Daly		Value Added
	Feet	Inches	Feet	Inches			Quality	Level	
G/F			x	=	0.00 sq.ft.	x			\$ -
2020 PD Bsmt Conversion - In Law Unit			x	=	280.00 sq.ft.	x	\$ 115.00	Econ Med	\$ 32,200
<i>*In-law is a studio used Econ/Med quality</i>					0.00 sq.ft.				\$ -
2020 PD Add Interior Stairs			x	=	54.00 sq.ft.	x	\$ 428.00	Econ Med	\$ 23,112
<i>*Used Econ quality because straight stairs</i>			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
2/F			x	=	0.00 sq.ft.	x			\$ -
2020 PD Major Kitchen & Bath Remodel - Chng Flr Plan			x	=	326.00 sq.ft.	x	\$ 326.00	Econ High	\$ 106,276
<i>*Used Econ/High due to smaller size and bath is not a full bath</i>			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
3/F			x	=	0.00 sq.ft.	x			\$ -
2020 PD Attic Conversion with dormers			x	=	629.00 sq.ft.	x	\$ 436.00	Stan Med	\$ 274,244
<i>*Includes stairs, room, and bath</i>			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
<i>Property Becomes:</i>			x	=	0.00 sq.ft.	x			\$ -
<i>G/F: 1 Total Room, 1 Bath -370sf</i>			x	=	0.00 sq.ft.	x			\$ -
<i>2/F: 3 Total Rooms, 1/2 Bath - 748sf</i>			x	=	0.00 sq.ft.	x			\$ -
<i>3/F: 2 Total Rooms, 2 Beds, 1 Bath - 629sf</i>			x	=	0.00 sq.ft.	x			\$ -
<i>Total: 6 Total Rooms, 3 Beds, 2.5 Baths - 1747sf</i>			x	=	0.00 sq.ft.	x			\$ -
Lump Sum Adjustments									\$ -
									\$ -
									\$ -
TOTAL VALUE ADDITION					Construction area: 1,289 sq.ft.				\$ 435,832

Description of Work	Width		Length		Total	\$ PSF	Peter Daly		Value Subtracted
	Feet	Inches	Feet	Inches			Quality	Level	
Credit to existing GLA on G/F with 10 years life			x	=	280.00 sq.ft.	x	\$ 23.00		\$ 6,440
Credit to existing Interior stairs on G/F w 10 years life			x	=	54.00 sq.ft.	x	\$ 85.60		\$ 4,622
Credit to existing kit,bath on 2/F with 10 years life			x	=	326.00 sq.ft.	x	\$ 65.20		\$ 21,255
Credit to existing GLA in attic with 10 years life			x	=	629.00 sq.ft.	x	\$ 87.20		\$ 54,849
			x	=	0.00 sq.ft.	x			\$ -
			x	=	0.00 sq.ft.	x			\$ -
Lump Sum Credits									\$ -
									\$ -
									\$ -
TOTAL VALUE DEDUCTION					1289.00 sq.ft.				\$ 87,166

TOTAL VALUE	0 sq.ft.	\$	348,666
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IN-PROGRESS CALCULATION (if applicable)	% COMPLETE	100%	\$	349,000
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EXHIBIT B

EXHIBIT B

Fidelity National Title Company

2365 Iron Point Road, Suite 150, Folsom, CA 95630
Phone: (916)984-4170

FINAL SELLER'S STATEMENT

Settlement Date: July 22, 2025
Disbursement Date: July 22, 2025

Escrow Number: FSSE-4022500952
Escrow Officer: Denise Leath
Email: Denise.Leath@fnf.com

Borrower: Stephen Boardman and Stacy Boardman
532 Curie Drive
San Jose, CA 95123

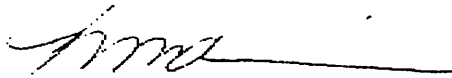
Seller: Patrick P. Gallagher, Trustee of the Patrick Peter Gallagher Revocable Living Trust dated June 27, 2017
PO Box 523
Byron, CA 94514

Property: 470 Coletas Way
Byron, CA 94514
Parcel ID(s): 002-040-057-8

		\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION					
Sale Price of Property					1,175,000.00
PRORATIONS/ADJUSTMENTS					
County Taxes at \$4,988.98	07/01/25 to 07/22/25 (\$4,988.98 / 180 X 21 days)		582.05		
COMMISSIONS					
Commission - Listing Broker	Homes By Delia \$1,175,000.00 @ 4.2500% = \$49,937.50		49,937.50		
Dual Agency 4.25%					
TITLE & ESCROW CHARGES					
Title - CALFIRPTA Processing Fee	Fidelity National Title Company		45.00		
Title - Mobile Signing Fee	ASAP Signing Services, Inc		250.00		
GOVERNMENT CHARGES					
Recording Fees (\$164.00)	Fidelity National Title Company		57.00		
Release	\$34.00				
Release	\$23.00				
Contra Costa County Transfer Tax (\$1,292.50)	Fidelity National Title Company		1,292.50		
PAYOFFS					
Payoff of First Mortgage Loan	PHH Mortgage Services		522,648.28		
Principal Balance		425,079.22			
Interest To 08/01/25		12,398.10			
Second Principal		77,160.80			
Escrow/Impound Overdraft		4,261.65			
Unpaid Late Charges		597.51			
Recoverable Balance		2,577.00			
Lien Release Fee		12.00			
Recording Fee		187.00			
Payoff Quote Fee		30.00			
Foreclosure Fee & Cost		260.00			
demand fee		85.00			
Payoff of Second Mortgage Loan	Darrell Nelson			152,643.70	

		\$	DEBITS	\$	CREDITS
PAYOFFS					
Principal Balance		150,000.00			
Additional Interest (From 06/01/25 To 07/22/25 @ \$49.315068 Per Diem)		2,613.70			
plus 2 Extra Days					
Wire Fee		30.00			
MISCELLANEOUS CHARGES					
				0.00	
EMD for purchase escrow	First Integrity Title Agency		3,000.00		
Home Warranty	Fidelity National Home Warranty		655.00		
Natural Hazards Disclosure	Property I.D.		99.00		
Notary Fee	Fidelity National Title Company		15.00		
Notary Fee	Fidelity National Title Company		15.00		
Subtotals			731,240.03		1,175,000.00
Balance Due TO Seller			443,759.97		
TOTALS			1,175,000.00		1,175,000.00

THIS IS A CERTIFIED COPY OF THE ORIGINAL DOCUMENT(S) BY
FIDELITY NATIONAL TITLE COMPANY



Fidelity National Title Company, Settlement Agent

EXHIBIT C

EXHIBIT C



City & County of San Francisco

José Cisneros, Treasurer
David Augustine, Tax Collector1 Dr. Carlton B. Goodlett Place
City Hall, Room 140
San Francisco, CA 94102
www.sftreasurer.orgDelinquent Property Tax Bill (Secured)

For Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025

MADISON TRUST CO FBO PATRICK P GALLAGHER
GALLAGHER PATRICK
PO BOX 523
BYRON, CA 94514Notice Date: 05/06/2025
Block: 6008
Lot: 001
Tax Bill No.: 20240413712
Payment Due: \$16,760.10
Due by: June 30, 2025

Dear Taxpayer,

Our records indicate your secured property tax bill is delinquent. If not paid by the delinquent date listed on the bill, the first installment will include a late penalty of 10% and the second installment will include a late penalty of 10% and applicable fees. If you have already paid, disregard this notice.

If you would like to pay online, access your balance due or check payment status, please go to:
<http://sftreasurer.org/property-tax-payments>

If you have questions or need further assistance, you may call 311 (415-701-2311 if outside SF) or submit your question electronically:
<http://sftreasurer.org/help-center>

If your taxes remain unpaid as of 5PM June 30, 2025, your property will be tax-defaulted. As of July 1, 2025 the amount due to redeem your parcel will increase monthly.

If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5PM on the next business day.

2ND INSTALLMENT # 101001945582

TAX COLLECTOR'S POWER TO SELL TAX-DEFAULTED PROPERTY: When five or more years have elapsed since a property became tax-defaulted, the Tax Collector shall have the power to sell any or all of that property (Section 3691). The property should become subject to the Tax Collector's power to sell at the date and time stated in the published Notice of Power to Sell (Section 3362).

Please detach the portion below and return with payment.

City & County of San Francisco
José Cisneros, Treasurer David Augustine, Tax Collector
Delinquent Property Tax Bill (Secured)1 Dr. Carlton B. Goodlett Place
City Hall, Room 140
San Francisco, CA 94102
www.sftreasurer.org

Vol	Block	Lot	Tax Bill No.	First Installment	Second Installment
36	6008	001	20240413712	\$8,351.55	\$8,408.55
Property Location 200 NAPLES ST				Total Amount Due by June 30, 2025	\$16,760.10

San Francisco Tax Collector - Property Tax
P.O. Box 7426
San Francisco, CA 94120-7426

3660080000100 20240413712 000000000 000000000 0000 1003

EXHIBIT D

EXHIBIT D

This demand was requested by an employee of a
FNTG NorCal EPU, and received directly
from the issuing lender or party entitled to issue same.

By: Jayslakshmi.s
Company: FNTG NorCal EPU
Date: 2025/04/21 19:01 am

Iron Oak Home Loans Inc.
5627 Stoneridge Drive, Suite 314
Pleasanton, CA 94588
(925) 803-2460

04/17/2025

Patrick P Gallagher
RE: 200 Naples Street
San Francisco, CA 94112
Account: GAL200R

135

BENEFICIARY'S DEMAND FOR PAYOFF

Dear Patrick P Gallagher

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	05/16/2025
Maturity Date	10/01/2024
Next Payment Due	10/01/2024
Interest Rate	8.990%
Interest Paid-To Date	09/01/2024
Principal Balance	\$600,000.00
Unpaid Interest	\$0.00
Accrued Interest From 09/01/2024 To 05/16/2025	\$37,979.67
Unpaid Late Charges	\$449.50
Accrued Late Charges	\$3,596.00
Unpaid Charges *For additional details see itemization attached	\$2,427.30
Prepayment Penalty	\$0.00
Other Fees	\$240.00
Escrow Trust Balance – credited to payoff	-\$0.00
Payoff Amount	\$644,692.47

Please add \$147.78 for each additional day past 05/16/2025.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. **Please note that this demand expires on 05/17/2025**, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW). **Iron Oak Home Loans will prepare the reconveyance and record it after the wire has been received. Please wire funds to: BMO, account number 622045649, routing number 071025661, trust Account. Please call to verify wiring information and figures before wiring.**

Sincerely,

Christy@ironoak1.com

925-803-2460

		\$	DEBITS	\$	CREDITS
PAYOFFS					200
Principal Balance	125,000.00				
Interest To	10,561.64				
lates	5,363.94				
other	240.00				
MISCELLANEOUS CHARGES					
Property Taxes	San Francisco Tax Collector		17,000.00		
24-25 both inst/check May balance					
Property Taxes	San Francisco Tax Collector		19,034.43		
23-24 MAY PAYOFF					
Natural Hazards Disclosure	Property I.D.		99.00		
Subtotals			882,435.38		998,000.00
Balance Due TO Seller			115,564.62		
TOTALS			998,000.00		998,000.00

ASSESSOR 2P60U, only -

1151-928-9628

ITEMIZATION OF UNPAID CHARGES					
Date	Description	Interest Rate	Unpaid Balance	Accrued Interest	Total Due
Nov 1, 2024	Default Interest Oct 2024	0.000%	\$404.55	\$0.00	\$404.55
Dec 1, 2024	Default Interest Nov 2024	0.000%	\$404.55	\$0.00	\$404.55
Jan 1, 2025	Default Interest Dec 2024	0.000%	\$404.55	\$0.00	\$404.55
Feb 1, 2025	Default Interest Jan 2025	0.000%	\$404.55	\$0.00	\$404.55
Mar 1, 2025	Default Interest Feb 2025	0.000%	\$404.55	\$0.00	\$404.55
Apr 1, 2025	Default Interest March 2025	0.000%	\$404.55	\$0.00	\$404.55
				Total	\$2,427.30

ITEMIZATION OF OTHER FEES	
Description	Amount
Demand Fee	\$40.00
Wire Fee	\$30.00
Recon/Recording fee	\$170.00
Total	\$240.00

This demand was requested by an employee of a
FNTG NorCal EPU, and received directly
from the issuing lender or party entitled to issue same.

By: Jayalakshmi
Company: FNTG NorCal EPU
Date: 2025/04/21 19:00 pm

Iron Oak Home Loans Inc.
5627 Stoneridge Drive, Suite 314
Pleasanton, CA 94588
(925) 803-2460

04/17/2025

Patrick P Gallagher
RE: 200 Naples Street
San Francisco, CA 94112
Account: GAL2002

2/17

BENEFICIARY'S DEMAND FOR PAYOFF

Dear Patrick P Gallagher

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	05/16/2025
Maturity Date	10/01/2024
Next Payment Due	10/01/2024
Interest Rate	12.000%
Interest Paid-To Date	09/01/2024
Principal Balance	\$125,000.00
Unpaid Interest	\$0.00
Accrued Interest From 09/01/2024 To 05/16/2025	\$10,561.64
Unpaid Late Charges	\$0.00
Accrued Late Charges	\$1,000.00
Unpaid Charges *For additional details see itemization attached	\$4,363.94
Prepayment Penalty	\$0.00
Other Fees	\$240.00
Escrow Trust Balance – credited to payoff	-\$12.00
Payoff Amount	\$141,153.58

Please add \$41.10 for each additional day past 05/16/2025.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. **Please note that this demand expires on 05/17/2025**, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW). **Iron Oak Home Loans will prepare the reconveyance and record it after the wire has been received. Please wire funds to: BMO, account number 622045649, routing number 071025661, trust Account. Please call to verify wiring information and figures before wiring.**

Sincerely,

Christy@ironoak1.com

925-803-2460

ITEMIZATION OF UNPAID CHARGES					
Date	Description	Interest Rate	Unpaid Balance	Accrued Interest	Total Due
Jul 1, 2024	Ext fee from 7/1/2024 to 10/1/2024	0.000%	\$937.50	\$0.00	\$937.50
Nov 1, 2024	Default Interest Oct 2024	0.000%	\$112.50	\$0.00	\$112.50
Dec 1, 2024	Default Interest Nov 2024	0.000%	\$112.50	\$0.00	\$112.50
Jan 1, 2025	Default Interest Dec 2024	0.000%	\$112.50	\$0.00	\$112.50
Feb 1, 2025	Default Interest Jan 2025	0.000%	\$112.50	\$0.00	\$112.50
Mar 1, 2025	Default Int Feb 2025	0.000%	\$112.50	\$0.00	\$112.50
Apr 1, 2025	Default Int March 2025	0.000%	\$112.50	\$0.00	\$112.50
Nov 6, 2025	Foreclosure fees to MLS good to 5/12/25	0.000%	\$2,751.44	\$0.00	\$2,751.44
				Total	\$4,363.94

ITEMIZATION OF OTHER FEES	
Description	Amount
Demand Fee	\$40.00
Wire Fee	\$30.00
Recon/Recording fee	\$170.00
Total	\$240.00

PROOF OF SERVICE BY EMAIL/MAIL

I, SUSAN CORN declare as follows: I am employed in the County of Los Angeles, California where this mailing will occur; I am over the age of eighteen (18) year and not a party to the action; my business address is PO Box 697, Brentwood, CA 94513 I am readily familiar with the business practice for collection and processing of mail with the U.S. Postal Service, and Email via ISP, in the ordinary course of business.

On **AUGUST 25, 2025**, I served the forgoing document(s) described as:

MOTION FOR ENTRY OF DEFAULT JUDGMENT AGAINST BERNARD CURRAN, AN INDIVIDUAL; DECLARATION OF PLAINTIFF; PROPOSED JUDGMENT

on the interested parties to this action on this date in the County of Contra Costa, California, and by MAIL or EMAIL to:

BERNARD CURRAN
27 Escondido Avenue
San Francisco, CA 94132
(Served by Mail)

Hunger W. Sims, III
City and County of San Francisco
1390 Market Street, 6th Floor
San Francisco, CA 94102-5408
(415) 554 – 4259
Email: hunter.sims@sfcityatty.org

Renee E. Rosenblit
City and County of San Francisco
1390 Market Street, 6th Floor
San Francisco, CA 94102-5408
(415) 554 – 3853
Email: renee.rosenblit@sfcityatty.org

I certify and declare under penalty of perjury under the laws of the UNITED STATES OF AMERICA that the foregoing is true and correct.

Signed this day in the County of Contra Costa.

Date: AUGUST 25, 2025



By: Susan Corn